

CITY of TUCSON

CONTRACT NO. 372-86

EXHIBIT A TO RESOLUTION NO. 13335

CONSTRUCTION
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF TUCSON

NO. <u>10752</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>11-5-85</u>
<i>[Signature]</i> Secretary of State

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the CITY OF TUCSON, hereinafter called "CITY",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE:

WHEREAS, the CITY is empowered by A.R.S. Section 9-672 to enter the Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said CITY.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain intersection improvements and/or modifications be made on the STATE Highway

System in the CITY. This work shall include but not be limited to the design and installation of turn arrows all directions at the existing traffic signals on:

US 89 (6th Avenue) at SR 86 (Ajo Way)
US 89 (6th Avenue) at 22nd Street
Project #F-031-1-948

NOW, THEREFORE, in consideration of the mutual covenants hereinafter to be kept by the parties, it is mutually agreed as follows:

1. The City shall design the left turn arrow signal modifications and the STATE shall review these plans for US 89 (6th Avenue) at SR 86 (Ajo Way) and US 89 (6th Avenue) at 22nd Street.

2. Upon the approval of the final plans by the STATE and the CITY, the CITY shall advertise for bids and award a contract for the construction of the traffic signal modifications.

3. The STATE shall provide 50% of the total signal modification costs. The present engineering estimate for the signal work is \$56,000.00. However the actual total final costs may be more or less than the present estimates, depending on the bids received for the project. In any case, the STATE will pay 50% of the actual costs of the signal work.

4. The STATE will be required to pay its share of the construction costs at the time the CITY's roadway project is completed.

5. This Agreement shall be terminated when all conditions as set forth herein have been complied with and the traffic signals and other associated work are completed, in place, and func-

tional.

6. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to Arizona Revised Statutes Section 38-511.

7. This Agreement shall be filed with the Secretary of State and shall become effective upon such filing.

8. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorneys that the CITY is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

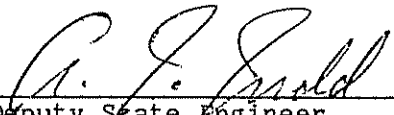
9. In the event of dispute, the parties agree to use arbitration to the extent required by A.R.S. @ 12-1518.

10. The provisions of A.R.S. @ 41-1463 and Executive Order Number 75-5, issued by the Governor of the State of Arizona, and where not inconsistent therewith, the provisions of the Tucson Code Section 17-21, are incorporated by this reference as part of this Agreement.

11. Each party shall hold the other party harmless against and be solely responsible for its own acts or omissions by reason of its operation under this Agreement by law. Each Party represents that it shall maintain for the duration of this Agreement policies of public liability insurance covering all their operations undertaken in implementation of this Agreement, providing bodily injury limits of not less than One Million Dollars (\$1,000,000) for any one occurrence, and property damage liability to a limit

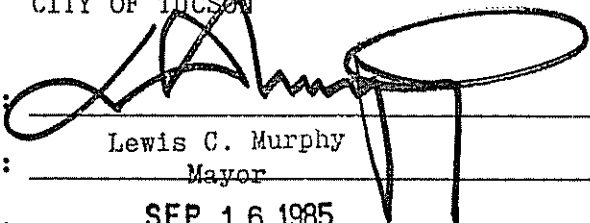
of not less than One Hundred Thousand Dollars (\$100,000). The parties may fulfill the obligations of this Article by programs of self insurance providing equivalent coverage.

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY: 
Chief Deputy State Engineer

DATE: 10-15-85

CITY OF TUCSON

BY: 
TITLE: Lewis C. Murphy
Mayor
DATE: SEP 16 1985

ATTEST:


City Clerk

SEP 16 1985
Date

ADOPTED BY THE
MAYOR AND COUNCIL

SEP 16 1985

RESOLUTION NO. 13335

RELATING TO TRANSPORTATION; APPROVING AND AUTHORIZING EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR CONSTRUCTION OF TRAFFIC SIGNAL MODIFICATIONS AT US 89 (6TH AVENUE) AND SR 86 (AJO WAY) AND AT US 89 (6TH AVENUE) AND 22ND STREET.

BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF TUCSON, ARIZONA, AS FOLLOWS:

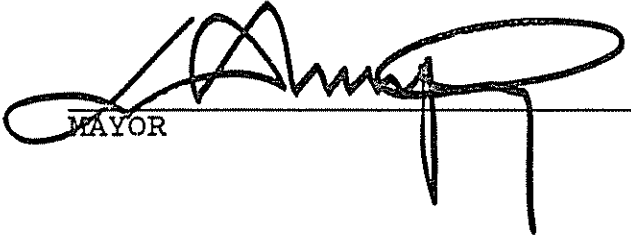
SECTION 1. The Intergovernmental Agreement between the City of Tucson and the State of Arizona, Department of Transportation, for construction of traffic signal modifications at US 89 (6th Avenue) and SR 86 (Ajo Way) and at US 89 (6th Avenue) and 22nd Street, a copy of which is attached hereto as Exhibit A, is hereby approved.

SECTION 2. The Mayor is hereby authorized and directed to execute said Exhibit A in as many counterparts as are necessary or desirable for and on behalf of the City of Tucson, and the City Clerk is authorized and directed to attest the same.

SECTION 3. The various City officers and employees are authorized and directed to perform all acts necessary or desirable to give effect to this resolution.

SECTION 4. WHEREAS, it is necessary for the preservation of the peace, health and safety of the City of Tucson that this resolution become immediately effective, an emergency is hereby declared to exist, and this resolution shall be effective immediately upon its passage and adoption.

PASSED, ADOPTED AND APPROVED by the Mayor and Council
of the City of Tucson, Arizona, SEP 16 1985.


MAYOR

ATTEST:


CITY CLERK

APPROVED AS TO FORM:


CITY ATTORNEY

REVIEWED BY:


CITY MANAGER

FWK:jt
9/11/85
FWK

EX B TO EX. A TO RESOLUTION NO 13335

EXHIBIT "B" TO INTERGOVERNMENTAL AGREEMENT

APPROVAL OF THE CITY ATTORNEY

I hereby state that I have reviewed the proposed Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION, and the CITY OF TUCSON and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 11th day of September, 19 85.

CITY OF TUCSON

BY: 

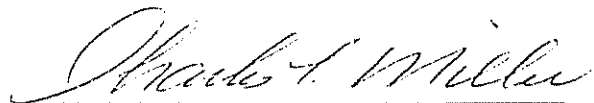
for City Attorney

Project #F-031-1-948

US 89 (6th Avenue) at SR 86 (Ajo Way) and at
US 89 (6th Avenue) at 22nd Street
Milepost 63.5 and 65.4 - City of Tucson

RESOLUTION

BE IT RESOLVED on this 27th day of August, 19 85, that
I, CHARLES L. MILLER, as Director, ARIZONA DEPARTMENT OF TRANSPORTATION,
have determined that it is in the best interests of the State of Arizona
that the DEPARTMENT OF TRANSPORTATION, acting by and through the Highways
Division, enter into an Intergovernmental Agreement with the CITY OF
TUCSON, to reimburse the CITY OF TUCSON for 50% of costs of signal revamp
necessary to install left-turn signals. The CITY OF TUCSON will develop
PS&E and administer the contract. THEREFORE, authorization is hereby
given to draft said Agreement which, upon completion, shall be submitted
for approval and execution by the Chief Deputy State Engineer.



Director
ARIZONA DEPARTMENT OF TRANSPORTATION



Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

Robert R. Corbin

INTERGOVERNMENTAL AGREEMENT

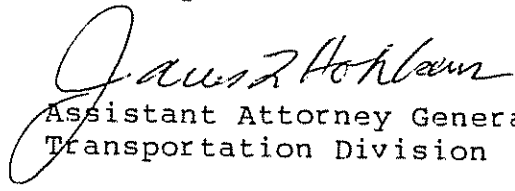
DETERMINATION

A. G. Contract No. 85-619, which is an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 25th day of October, 1985.

ROBERT K. CORBIN
Attorney General


Assistant Attorney General
Transportation Division